### UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re: Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al., 08-13555 (JMP)

> Debtors. (Jointly Administered)

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr.P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

### LBVN Holdings, L.L.C.

Name of Transferee

**Barclays Bank PLC** 

Name of Transferor

Name and Address where notices to transferee should be sent:

P.O. Box 1641

New York, New York 10150

E-mail: <u>lbyn@lbyn.my</u>hostedsolution.net

Phone: N/A

Last Four Digits of Acct #: N/A

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP

1285 Avenue of the Americas New York, New York 10019-6064 Attention: Andrew N. Rosenberg

Phone: (212) 373-3158 Facsimile: (212) 492-0158

E-Mail: arosenberg@paulweiss.com

Name and Address where transferee payments should be sent (if different from above): N/A

Court Claim # (if known): 62783 Total Claim Amount: \$2,084,741,055,00

Amount of Claim as Filed with respect to ISIN

XS0334171799: \$13,754,798.00

Amount of Claim as Filed with respect to ISIN XS0334171799 to be Transferred: \$13,754,798.00 (or 100.00% of the Amount of Claim as Filed)

Allowed Amount of Claim with respect to ISIN XS0334171799: \$13,764,756.05

Allowed Amount of Claim with respect to ISIN XS0334171799 to be Transferred: \$13,764,756.05 (or 100.00% of the Allowed Amount of Claim)

Date Claim Filed: November 2, 2009

Barclays Bank plc 745 7<sup>th</sup> Avenue New York, NY 10019

\*\*PLEASE SEE ATTACHED EXHIBITS\*\*

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Transferee/Transferee's Agent

Date: August <u>13</u>, 2012

Andrew N. Rosenberg/Authorized Signatory

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

### Exhibit A

Evidence of Transfer of Claim

### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

#### TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Barclays Bank PLC ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to LBVN Holdings, L.L.C. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage / principal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 62783 filed by or on behalf of Lehman Brothers International (Europe) (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"). For the avoidance of doubt. Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.
- Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claim, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) all amounts due and owing in respect of each Purchased Security have been declared due and payable in accordance with the terms of one or more agreements or instruments relating to any such Purchased Security; (h) Seller has delivered to Buyer a true and correct copy of the most recent Revised Notice of Proposed Allowed Claim Amount, dated October 28, 2011 (the "Notice") including any and all related exhibits, issued by and on behalf of the Debtor with respect to the Proof of Claim, and no action was undertaken by Seller with respect to the Notice; and (i) Seller has delivered to Buyer a true and correct copy of the disbursement notice from the Debtor that sets forth the initial distribution paid by the Debtor on or about April 17, 2012 on account of the Transferred Claims.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of

Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions, proceeds or notices received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 10 day of August 2012.

LBVN Holdings, L.L.C.

Name: Andrew N. Rosenberg Title: Authorized Signatory

P.O. Box 1641 New York, NY 10150 Barclays Bank PLC

Name: Peter Begoist
Title: Managing Director

745 7th Avenue New York, NY 10019

# Transferred Claims

Purchased Claim

On the original Proof of Claim filed on November 2, 2009, the Securities/ISINs below represented \$13,754,798.00, of the total Proof of Claim amount of \$2,084,741,055.00.

Pursuant to the Notice of Proposed Allowed Claim Amount dated August 24, 2011 (as revised by the Revised Notice of Proposed Allowed Claim Amount, dated October 28, 2011), the Securities/ISINs below represented \$13,764,756.05, of the total Proposed Allowed Claim Amount of \$692,349,144.65, or 100.00% (\$13,764,756.05 of \$13,764,756.05), of the allowed amount of ISIN XS0334171799 as set forth in the Notice of Proposed Allowed Claim Amount.

Lehman Programs Securities to which Transfer Relates

Ccul II.	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Coupon Amount	Coupon	Maturity	
Protected Protected Protected Portfolio lotes due aranteed an Holdings r the Medium- Medium- ite	XS0334171799	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	AUD 17,000,000 of AUD 17,000,000 USD 13,707,100 of USD 13,707,100	As described in the Proof of Claim	December 20, 2017	

Schedule 1-1

Main Document

Exhibit B

Proof of Claim

United States Ba	nkruptcy Court/Souther	n District of New York	LEUMANISECI	IDITIES DOCCDAMS
c/o Epiq Bankrup FDR Station, P.C		sing Center		JRITIES PROGRAMS OF OF CLAIM
New York, NY 1	0150-5076		F1-1-1020 O	
In Re:	Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP)		outhern District of New York hers Holdings Inc., Et Al.
Debtors.	Tiolangs mo., or an,	(Jointly Administered)		13555 (JMP) 0000062783
based on Lehr	m may not be used t nan Programs Secur hman-docket.com as			
Creditor) Lehma		and address where notices should be sational (Europe) (in admi		Check this box to indicate that this claim amends a previously filed claim.
		Pearson		Court Claim Number:(If known)
See a	ttached for addit	cional contact information	· :	Filed on:
		nail Address; see attached		
Name and addres	s where payment should	be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone numbe	er: En	nail Address:		
Programs Securit and whether such dollars, using the	ies as of September 15, 2 claim matured or becam exchange rate as applica	e fixed or liquidated before or after So	Programs Securities on September eptember 15, 2008. The claim and filing this claim with respect to a	oer 15, 2008 or acquired them thereafter, nount must be stated in United States more than one Lehman Programs Security,
Amount of Clair	n: \$ see attached	(Required)		
☐ Check this b	oox if the amount of clain	n includes interest or other charges in	addition to the principal amount	due on the Lehman Programs Securities.
2. Provide the lathis claim with re which this claim?	spect to more than one L	lentification Number (ISIN) for each ehman Programs Security, you may a	Lehman Programs Security to what a schedule with the ISINs for	nich this claim relates. If you are filing or the Lehman Programs Securities to
International Se	curities Identification N	umber (ISIN); see attached	(Required)	
appropriate (each from your accounthan one Lehman relates.	, a "Blocking Number") htholder (i.e. the bank, br Programs Security, you  nk Blocking Number, E	for each Lehman Programs Security for	or which you are filing a claim. Curities on your behalf). If you at ng Numbers for each Lehman Pr	
		(Di	an.	
4 Provide the Cla	earstream Rank Function	(Require		Lehman Programs Securities for which
you are filing this	claim. You must acquir	e the relevant Clearstream Bank, Euro	oclear Bank or other depository p	
Accountholders	Euroclear Bank, Clears	stream Bank or Other Depository P	articipant Account Number:	97816 EUROCLEAR
		(Required	)	
consent to, and ar disclose your iden	e deemed to have author	eam Bank or Other Depository: By ized, Euroclear Bank, Clearstream Ba man Programs Securities to the Debto	nk or other depository to	FOR COURT USE ONLY FILED / RECEIVED
Date.	Signature: The narrow	filing this claim must sign it. Sign an	d print name and title if any	NOV 0 2 2009
70/29/09	of the creditor or other	person authorized to file this claim an in the notice address above. Attach con Administ	d state address and telephone by of power of attorney, if crator (acting as agent	EPIQ BANKRUPTCY SOLUTIONS, LLC
Panaltu	for presenting fraudules	and with	nout personal liability)	both 18 U.S.C. 88 152 and 3571

## ATTACHMENT TO LEHMAN PROGRAMS SECURITIES CLAIM OF LEHMAN BROTHERS INTERNATIONAL (EUROPE) (IN ADMINISTRATION)

Lehman Brothers International (Europe) (in administration) (including all of its international branches, "LBIE"), acting through one of Steven Anthony Pearson, Michael John Andrew Jervis, Dan Yoram Schwarzmann or Anthony Victor Lomas (together, the "Administrators" and each an "Administrator") as agents for LBIE and without personal liability, hereby files this Lehman Programs Securities (as defined in the Bar Date Order dated July 2, 2009, "LPS") omnibus claim (the "LPS Omnibus Claim") against Lehman Brothers Holdings Inc. ("LBHI" and, together with its direct and indirect subsidiaries, the "Lehman Group"), case number 08-13555 (JMP) (the "Bankruptcy Proceeding") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). LBIE files this LPS Omnibus Claim in connection with the LPS bar date for the purpose of preserving the rights of its clients (which term, for the avoidance of doubt, means in this LPS Omnibus Claim, LBIE's own clients and the clients of LBIE's affiliates) on whose behalf this LPS Omnibus Claim is made under title 11 of the United States Code (the "Bankruptcy Code"). This LPS Omnibus Claim, including, without limitation, each of the values identified herein and in any supporting workpapers attached hereto, has been calculated to the best of the Administrators' knowledge in reliance on LBIE's books and records as of the date of this filling and as qualified in every respect as set forth in greater detail herein. LBIE reserves the right to supplement, amend or correct the claim population and each claim value or value placeholder reported in this LPS Omnibus Claim.

### I. BACKGROUND

- 2. LBIE (an unlimited company incorporated in England and Wales with registered number 02538254) was the principal trading company of the Lehman Group in Europe. LBIE's business involved the global provision of a wide range of financial services and products, including trading and broking, equity and fixed income instruments and financial derivatives on behalf of its clients and itself. LBHI was the parent holding company in the United States of the Lehman Group, which provided a wide array of financial services in equity and fixed income sales, trading and research, investment banking, asset management, private investment management and private equity. LBHI and LBIE functioned as part of an integrated, international financial group whose businesses were closely intertwined.
- 3. On September 15, 2008, LBIE was placed into administration by order of the High Court of England and Wales (the "Administration Date"). On the same date, LBHI filed for bankruptcy protection in the Bankruptcy Court pursuant to chapter 11 of the Bankruptcy Code (the "Filing Date").

### II. DESCRIPTION OF LPS OMNIBUS CLAIM

4. LBIE asserts and reserves the rights of its clients, whose holdings are identified in the supporting workpapers attached hereto, under the Bankruptcy Code, and other applicable law, with respect to their claims, whether or not such clients have independently filed a claim on their own behalf in the Bankruptcy Proceeding. LBIE has identified the LPS holdings reflected in the attached schedule (the "LPS Holdings") by comparing its own books and records against the LPS list dated July 17, 2009 (as amended on September 23, 2009) provided by LBHI on its website (the "LPS List"). LBIE has custody of the LPS Holdings, each of which are guaranteed by LBHI. LBIE holds the LPS Holdings for its clients and/or for clients of its affiliates. LBIE estimates that the aggregate amount owing by LBHI to LBIE's clients in connection with Account Number 97816 at EUROCLEAR, subject in

all respects to the reservation of rights and the further discussion as set forth herein, is not less than USD 2,084,741,055 (the "Valuation") as displayed in the schedule attached hereto.

5. With respect to bonds, the Valuation has been calculated as the nominal position multiplied by a factor of one multiplied by accrued interest where applicable and then converted to a USD equivalent using the appropriate exchange rate from Lehman Group systems as at September 15, 2008. Where applicable and/or where possible, the accrued interest has been calculated from the last coupon payment date to September 15, 2008, but due to limited access to the requisite Lehman Group systems post-September 15, 2008, such calculations have been based on alternative sources of information, which are still in the process of being validated.

### III. RESERVATION OF RIGHTS

- 6. The relationship between LBIE and other members of the Lehman Group, including LBHI, was extremely complex. The relationship became more complex upon and after the Administration Date because, among other reasons, the regular maintenance and functioning of the IT systems and resources on which LBIE relied to monitor and record its security and custody positions effectively ceased on the Administration Date. Further, due to the global separation of the Lehman Group since September 15, 2008, there are differences between the internal data platforms and IT systems that various members of the Lehman Group, including LBHI, may continue to use versus the IT systems and resources that LBIE may continue to use. These practical complexities, together with difficulties surrounding the evaluation and interpretation of the underlying contractual documentation and electronic records of the LPS Omnibus Claim, require substantial resources and expertise to analyze and overcome. This lack of access to full books and records, all systems, and requisite personnel impacts LBIE and other members of the Lehman Group alike.
- 7. This LPS Omnibus Claim is necessarily being filed in reliance on the Administrators' best understanding of LBIE's books and records as of the date of this filing. The Administrators have only had access to LBIE's books and records since the Administration Date. LBIE reserves all rights to update, revise and supplement the data supporting this LPS Omnibus Claim, including with respect to, but not limited to, the valuation of securities as described herein, as LBIE continues to reconcile its books and records with LBHI and other members of the Lehman Group as applicable. LBIE's clients do not waive any right to amounts due for the LPS Omnibus Claim asserted herein by not stating a specific amount due for any such claims at this time.
- 8. This LPS Omnibus Claim has been made for and on behalf of LBIE's clients. To the extent that new or better information becomes available which indicates that one, some or all of the LPS Holdings are in fact held by LBIE for itself, LBIE reserves all of its rights with respect to such LPS Holdings, and will amend the relevant LPS Claim(s) filed by LBIE and/or this LPS Omnibus Claim accordingly.
- 9. Valuations have been performed using the best data reasonably available in the period before the Bar Date. Valuations are subject to change should more or better data become available with respect to the following non-exhaustive list of valuation components: (i) despite best efforts to ascertain the complete set of depot settlement data with respect to failed and pending trades, such data is unavailable to LBIE as certain of such data is in the control of other custodians, some of which may confront the same systems and personnel problems that LBIE currently faces; (ii) corporate actions and events and coupons payable data prior to September 15, 2008 are not included due to the need to correct underlying system data before calculating their impact; (iii) LBIE's access to and visibility of information pertaining to the movement of securities post-September 12, 2008 has been

substantially hindered if not terminated completely; (iv) certain pricing factors, including but not limited to inflation indices and multi-currency bonds; (v) with respect to warrant securities that were difficult to value, LBIE has not yet ascribed a value to each such warrant security for the purpose of estimating the amount of the claim in relation thereto; (vi) with respect to securities that have embedded derivatives that effect the principal payout, LBIE is not currently able to compute the impact of the default of the issuer of the security given the complexity and burdensome nature of such exercise; and (vii) other variables.

- 10. Moreover, except as otherwise noted herein or in the exhibits hereto, the securities positions reflect depot positions per LBIE's records as of September 12, 2008. LBIE explicitly reserves its right to supplement, amend or revise the LPS Omnibus Claim to reflect valuations as more information becomes available.
- 11. Populations of LPS have been reflected in the attached schedule using the best data reasonably available in the period before the Bar Date. Populations are subject to change should more or better data become available with respect to the following non-exhaustive list of factors affecting populations: (i) certain custodian information about transactions is unavailable to LBIE as well as other members of the Lehman Group; (ii) the process of reconciliation with LBHI, other members of the Lehman Group, other custodians, street-side counterparties, and clients is still ongoing and may result in additions to or decreases from the populations of LPS, which may include certain positions about which LBIE has received queries from certain affiliates, but with respect to which no reconciliation has yet been completed; (iii) trades were mis-booked during the pre-administration period and can only be identified and rectified after intensive manual investigation; and (iv) other factors.
- 12. LBHI is the guarantor of all LPS, and it is LBHI's books and records that would reflect any and all offerings of foreign Lehman paper that should have been included in the LPS List. LBIE is not in a position to ensure that the LPS List is complete. While LBIE reviewed its books and records for any LPS-qualifying securities that it purchased or holds, and made additions to the LPS List before it was finalized by LBHI, as discussed throughout this LPS Omnibus Claim, LBIE's access to all systems and records is limited. Accordingly, LBIE reserves all rights of its clients to, among other things, supplement this LPS Omnibus Claim should new LPS-qualifying securities not included in the LPS List be discovered after the date of this filling.
- 13. The claims not denominated in USD have been converted to USD for the purpose of this submission. In general, LBIE has relied on exchange rates taken from Lehman Group systems as at September 15, 2008. Ultimately, LBIE reserves its clients' rights as to the appropriate foreign exchange rates upon which to base any of its clients' claims.
- 14. LBIE hereby asserts on behalf of its clients a claim for interest and other costs including but not limited to attorneys' fees and/or other professional fees on the constituent parts of the LPS Omnibus Claim where appropriate and expressly reserves the right to amend the LPS Omnibus Claim accordingly.
- 15. As per the Bar Date Order dated July 2, 2009, LBIE has not attached any documentation supporting the LPS Omnibus Claim other than the attached schedule. LBIE will use its reasonable efforts to make relevant contracts, agreements and other information pertinent to the LPS Omnibus Claim available upon reasonable request by LBHI in a manner and time to be agreed by the parties.

- 16. To the extent that any portion of the LPS Omnibus Claim is entitled to administrative priority status under section 507 of the Bankruptcy Code, LBIE claims such priority status to the maximum amount allowed by law on behalf of its clients. The filing of this LPS Omnibus Claim shall in no way be deemed a waiver of LBIE's right to assert on behalf if its clients that any or all of the amounts owed to LBIE's clients by LBHI are entitled to administrative priority status.
- 17. LBIE's clients reserve the right to assert any basis for recovery of cash, securities or other assets from LBHI under any legal or equitable theory including, without limitation, indemnification, breach of fiduciary duty, unjust enrichment, conversion, constructive trust, return of property otherwise not properly within LBHI's bankruptcy estate, treatment in accordance with the regulations of the Financial Services Authority or other potentially applicable US or non-US laws and regulation or other priority treatment with respect to each of the claims asserted herein.
- 18. LBIE does not waive any right or rights of action that LBIE's clients have or may have against LBHI's estate or any other entity. LBIE reserves any and all rights its clients have or may have with respect to any other agreements that may exist between LBIE's clients and LBHI, including without limitation, any rights of setoff, recoupment or netting. Nothing herein shall be deemed a waiver by LBIE's clients of any of their rights and remedies in connection with such agreements.
- By filing this LPS Omnibus Claim, LBIE does not submit itself or its clients to the jurisdiction of the Bankruptcy Court or any other U.S. court or tribunal for any purpose other than with respect to this LPS Omnibus Claim. Where U.S. jurisdiction does exist with respect to this LPS Omnibus Claim, LBIE does not waive or release its rights to, on behalf of its clients, (i) withdraw the reference or (ii) a jury trial with respect to the subject matter of this LPS Omnibus Claim, any objection thereto or other proceeding that may be commenced in this case against or otherwise involving LBIE. By filling this LPS Omnibus Claim, neither LBIE nor its clients waive any of their rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether another affiliate of LBHI, or an assignee, separate guarantor or otherwise. LBIE and its clients reserve all rights to assert (i) any claim, defense, offset or other right against any party, including but not limited to LBHI or any of its affiliated debtors or non-debtors, in a foreign jurisdiction, including but not limited to claims based on U.S. and U.K. or other foreign law, and (ii) any claims, defenses, offsets or other rights available to them under U.S. or any other jurisdiction's law in the event LBHI asserts counterclaims or affirmative claims against LBIE or its clients in the Bankruptcy Court. Furthermore, LBIE asserts that any counterclaim or affirmative claim by LBHI against LBIE or its clients must be asserted in its applicable foreign proceeding, whether in the U.K. or in another foreign jurisdiction, and LBIE and its clients reserve the right to assert therein any claim, defense, offset or other right that may be asserted in such U.K. or other foreign proceeding. LBIE and its clients further reserve all rights to assert that, under principles of equity or comity or otherwise, a court other than the Bankruptcy Court would be the appropriate forum in which to hear and decide any matter in connection with this LPS Omnibus Claim.
- 20. This LPS Omnibus Claim is not intended to be and shall not be construed as (a) an election of remedies; (b) a waiver of any defaults; or (c) a waiver or limitation of any rights, remedies, claims or interests of LBIE and/or LBIE's clients.
- 21. LBIE reserves the right to replace, amend or supplement this LPS Omnibus Claim at any time and in any respect, including, without limitation, for the purpose of (a) setting forth or changing the basis of the claims described herein and (b) providing further description or evidence of such claims.

In the event that any order of the Bankruptcy Court is entered into which effects: (i) a recharacterization or subordination of claims, including without limitation, this LPS Omnibus Claim; (ii) substantive consolidation of some or all of the LBHI affiliated debtors with any of their affiliates; or (iii) any other similar remedy, the rights of LBIE to file additional proofs of claim or amended proofs of claim against LBHI or any of its affiliates on behalf of LBIE's clients is specifically reserved. This LPS Omnibus Claim is submitted without prejudice to any of LBIE's rights or those of its clients in all respects.

22. The Administrators have signed this LPS Omnibus Claim as agents for and on behalf of LBIE and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of, or in relation to, this LPS Omnibus Claim. The exclusion of liability set out in this paragraph shall arise and continue notwithstanding the termination of the agency of the Administrators and shall operate as a waiver of any claims in tort as well as under the laws of contract.

### IV. NOTICES

23. Notices regarding this LPS Omnibus Claim should be sent to

Lehman Brothers International (Europe) (in administration) 25 Bank Street London E14 5LE

United Kingdom Attn: Steven Anthony Pearson as Joint Administrator of Lehman Brothers International (Europe)

and

PricewaterhouseCoopers LLP Plumtree Court London EC4A 4HT United Kingdom Attn: Steven Anthony Pearson

, ....., ...., ...., ...., ...., ...., ....,

with a copy to:

Linklaters LLP
1345 Avenue of the Americas
New York, NY 10105
Attn: Titia Holtz
Kiah Beverly-Graham

Phone: (212) 903-9000

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5,000,000	1,158,463	100,000,000	1,898,704	4,746,780	564.545	8,493,521	760,867,8	949,352	4,586,700	4,599,700	4,598,700	10,000,000	10.000,000	10,000,000	2,183,510	5,843,750	5,643,750	5,643,750	4,589,700	5,643,750	4,599,700	1.898,704	5,643,750	949,352	5,643,750	5,843,750	1.803,769	1,898,704	4,599,700	5,643,750	1,139,222	5,843,750	4,031,250	5,843,750	4,509,700	2,000,000	75843,730	040,352	9,493,521	3,322,732	3,027,650	1,139,222	1,424,028	1,000,000	948.352	949,352	949,352
1.0000	0,000	1.0000	0.0096	0.0095	0.0095	0.0095	1.0000	0.0005	0.6571	0.6571	1759.0	1.0000	1,0000	1.0000	90000	0.0083	0.8063	0.8063	0.6571	0,8083	0.6571	0.0005	0.8083	0.0005	0.8063	0.6063	5800.0	0.0095	0.6571	0.8083	0.0095	0.8063	0.8063	0.8083	0.8571	1.0000	0.8063	0.0095	0.0095	0.0095	1.0000	0.0095	58000	1.0000	0.0095	0.0096	98000
5,000,000	122,026,687	100,000,000	200,000,000	500,000,000	000,000,000	000'000'000'1	8,736,687	100,000,000	000,000,5	7,000,000	2,000,000	10,000,000	10 000 000	10,000,000	230,000,000	7,000,000	7,000,000	7,000,000	000'000'1	000'000'2	7,000,000	200,000,000	000,000,7	100,000,000	7,000,000	7,000,000	000,000,001	200,000,000	7,000,000	000'000'2	120,000,000	7,000,000	2,000,000	7.000,000	7.000,000	5,000,000	7,000,000	900,000,001	1,000,000,000	350,000,000	3,027,650	120,000,000	150,000,000	1.000,000	100,000,000	000'000'001	Our non not
000'000'9		100 000 000 001	_		100,000,000 JPY	_	_	100,000,000	7,650,600 NZU		_	_	000,000,01	_		260,066,060 JPY 7 000,000 ALT			000,000,7	2,000,000 AUD		_	7.000,000 AUD		7,000,000 AUD		100,000,000			7,000,000   AUD	_	7,000,000 AUD			Vet.   000,000,001		7,000,000 AUD	90,000,000   PY		350,000,000 PY			100,000,000 156,000,000		YPL 000,000,001	_	-
97816 ZCB	97816 Floating	97818 208	97618 Floating	97810 ZCB	97818 Floating	B7870 Floating	97816 Fixed	97818 Floading	97816 208	97816 ZCB	97816/ZCB	97816 Floating	67816 Floating	97816 Floating	97816 Floating	97616 Fleeting	8781012CB	97816 208	97818 ZCB	978161ZCB	97816 ZCB	97816 ZCB	97816 ZCB 97816 ZCB	07816 Floating	97816 ZCB	97818 Fixed	97816 Floating	97816 Floating	97616 ZCB	97916 Fixed	97815 Floating	97816 ZCB	97816 Fixed	97816 Fixed	97810 Fixed	97816 Floating	97818 Fixed	97816 Floating	97818, ZCB	97816 Floating	97816 Floating 97818 Floating	97.816 Floating	97818 Floating	97416 ZCB	97816 Floating	97816 Floating	Biograph Digus
8945826	8045828	5045525 5045537	6045828	0045822	6045823	6045817	6045824	6045818	6045816	505500	6045814	6045813	6045815	6045810	8045804	5045802	6045803	6045807	6045801	6045808	8045798	6045799	6045796	6045800	6045790	8045792	8045705	6045743	6045789	6045784	8045787	. 6045785	804578	8045779	6045780	6045773	0045770	6045772	6045774	8045775	8045777	8045766	0045767	0045788	6045764	6045782	10/0500
XS0384072103	XS0378987372	XS0379485884	X80374734480	X50373182556	XS0369334700	XSQ368926092	XS0356898444	X\$0368575848	XSD368088090	XS0367930582	X20202404040	X\$0367282058	X\$0367280277	XXQ387278831	XS0369374634	XS0366374394	XS0366126224	XS0365916179	XS0365916098	XS0385915874	XS0365872868	XS0365822781	XSD364895887	XS0384845814 XS0384648250	XS0364263227	XS0364018340 XS0364018340	XS0362890778	XSc362651398	XSD301107674	XS0360870488	XS0360870308 XS0380775141	XSQ38Q377765	XS0359858759	XS0359276998	XS0358428244	Xx0358118189	XS0357874451	XS0357773000	XSG3SABOB260	XS035448314D	XS0354482928 XS0354492554	XS0353875105	XS03534B9790	XS0352912371	XS0352601701	XS0352601610	XS0352601024

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							Yos	Š	, 40x									Yes		Yes			Yes			<b>88</b> /	3		Yes	Yes		Yas		Yes								Y68	<b>.</b>							
2,848,056	5,843,750	5,843,750	5,643,750	5,643,750	3,570,000	4,380,000	6.745,081	1,898,704	953,782	949,352	806,250	5,843,750	949,352	8,483,521	886,875	3,040,000	4,500,000	962,010	3,380,000	1,480,815	5,643,750	1,044,287	493,498	949,352	2,750,000	949,352	1,180,000	5,843,750	2,967,675	2 936,792	1,740,000	5,643,750	5,643,750	9,493,521	1,708,834	474,676 5 643 750	5,643,750	480,298	4,748,780	5,643,750	5,843,750	357,200,000	1,923,625	6,450,000	5,643,750	5.643.750	4,746,760	5.643.750	5,843,750	1,898,704
	0.8083	0,5063	0.8063	0.8063	0.0095	1,0000	0,0005	0.0085	0.0095	0.0095	0.8063	0.8083	0.0085	0.0005	0.8063	1.0000	1.0000	0,0095	1,000	0.0095	0.8063	0.0095	0.0095	0.0095	1.0000	0.0095	1,0000	0.8063	0.0095	9,0005	1.0000	0.8083	0.8063	0.0005	0.0095	0.0095	0.8063	0.0095	0.0095	0.8063	0.8083	1.0000	0,0095	0.8063	0.8063	0.8063	0.0095	0.0085	0.8063	9000
300,000,000	2,000,000,7	7,000,000	7,000,000	7,000,000	3,520,000	4,380,000	710,493,058	200,000,000	100 468 687	100,000,000	1,000,000	000'000'2	100,000,000	1,000,000,000	000,001,1	3.040.000	4,500,060	101,333,339	000 086.8	153,875,600	7,000,000	110,000,000	51,982,560	100,000,000	2,750.000	100,000,000	1,180,000	000'000'2	312,800,000	100,000,000	1,740,000	7,000,000	090'000'2	1,000,000,000	180,000,000	20,000,000	000'000'2	50,592,000	000,000,000	7,000,000	7,000,000	357,200,000	202,625,000	000,000,8	7,000,000	2,000,000	900'000'009	2 000,000,000	7,000,000	000 000
		_	2 000,000 JP1		79C 000,000,000	_		-		797 JPY	1,000,000 AUD	7,000,000 AUC	220,000,000 JPY		1,100,000 AUD	7,000,000 AUD			_	150,000,000 PY		110,000,000 110,000,000	_	7.000,000 AUD	_	-	452,000,000 JPY 4,180,000 USD	7,000,000 AUD		100.000,000 JPY			7,000,000 AUD	Y9U 000,000,000,1	180,000,000,000	7 JPY	7,000,000 AUD		1,000,000,000 JPY 500,000,000 JPY	7,000,000 AUD		20,000,000	74L 000,000,002	7,000,000 AUC 8,000,000 AUC		7,000,000   AUD		_	7,000,000	
300					300	, ,	7.	200					22.01	00:1				- 10							-				30					9:-					, , , , , , , , , , , , , , , , , , ,			· ·	52	-			ĬP.	···	•	-
	87816 208	97818 ZCB	97816 Floating	97916 ZCB	97816 Floating	07816 Floating			97516 Floating	97816 Floating	97818 Floubing	97816 Floating	97616 Floating	07818 Floating	97816 Floating	07816 ZCB	97816 FIGSUNG 97816 ZCB	97810 Floating	67816 Floating	97818 Floating	97818 Floating	97816 ZCB	97618 Floring	97816 Floating	97816 Floating	97816 Floating	97816 Floating 97816 Floating	97816 ZCB	97816 Floating 97816 Floating	97618 Floating	97816 Floating	9781B ZCB	97818 Floating 97616 208	97816 Fixed	97816 Floating 97816 Floating	97816 Floating	97816 ZCB 97816 ZCB	97816 Floating	97810 Floating	97816 2CB	87818 208	97815 Floating	07818 Floating	97816 ZCB	97816 ZCB	97818 208	97816 Floating	97816 Floating	97818 ZCB	207 010 IA
BOOKING KALELUNG KASOT	8045608	6045808	6045804	6045600	8045003	6045606	5045548 50455601	8045594	8045596	6045598	5045583	8045595	6045582	804558B	6045591	6045589	40045084 40045886	6045587	6045585	6045580	6045578	6045577	6045571	6045573	6045574	6045572	6045588	6045576	6045581	6045566	6045560	6045564	8045587	8045557	8045554 6045559	6045552	8045553 A048550	5045548	6045549	6045547	6045542	6045541	6045544	8045546	6045538	8045535	8025540 8045536	6045537	6045534	A7C0500
XS0321080912	XS0320746028	XS0320102285	XS0319633980	XS0319632732 XS0339632575	XS0319359039	XS0319150702	XS0319159454	18030	1081	13588	53255	28733	99050	19134	XS0314747105	78310	50031	XS0313664450	XS0313537184	X\$0313536962 X\$0313326729	XS0312723272	XS0312428609	XX6512037432 XX6311754963	X\$0311740582	X\$D311584543 X\$D311101652	X\$0310895933	XS0310863021	33950	X\$0\$09780797	X50309227436	XS0309186731	XS0308102283	X80307003830	X50307009372	XS0307008481	X30305103565	XS0304473010	XS0303662998	XS0303572217	XS0303531700 XS0303173825	XSD302821755	X80302480230	XS0302118632	XS0300351183	XS0300348298 XSD289561099	XS0299380511	X502B6012697 X502B832Q218	XS0298201986	X\$0297915117	XS0207908649

to lack of information at the time of sub-	
In some instances this has not been possible due	
d for Fixed and Floating Rate Notes.	neluding as to accrued interest.

International Securities Identification Number (ISIN)	De Blocking Reference	spository Account Instrument type	Position Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Interest Accrual
	8045530	97816 Floating	74C 000,000,01	178,484,028	0.0085	1,675,455	Yes
XS0295002231	6045531	97816 Floating		102,625,000	0.0005	974,273	Yes
X\$D264244032	6045522	97818 ZCB		2,000,000	0.8063	5,843,750	
XS02B3140553	6045524	97818 Floating	_	100,000,000	9800'0	940,352	:
XS0202221776	6045528	97816 Floating	_	123,306,607	0.0095	1,170,614	<b>3</b> 6 ;
XS0291873122	0045526	97818 Floating	_	51,911,111	0.0095	492,819	50 X
X\$029098994	6045525	97816 Floating	_	505,104,167	0.0095	4,785,217	Yes
X5020003847	6045521	97816 Floating	_	100.000,000	0.0095	840,352	
XS0280336948	8045523	97816 Floating		000'000'06	0.0005	654,417	
XS0288637144	8045517	97816 Floating		50.000,000	0.0095	474,878	3
XS0280508052	6045520	97810 Floating		338,550,000	0.0005	3,214,031	Yes
XS0279730435	6045516	97816 Floating		0,000,000,0	0000'1	3,000,000	
XS0279378532	6045510	97816 Floating	_	410,000,000	0.0085	2,682,343	,
XS0278290589	6045518	97816 Floating	_	102,855,556	0.0085	114/1/8	2
XS0274755072	8045515	97816 Floating		100,000,000	0.0095	706,352	:
X50272915386	6045513	97816 Floating		50,700,000	0.0085	481,321	res
XS0272543900	8045510	97818 ZCB	-	300,008	1,4184	425,520	
XS0272080457	6045512	97816 Floating	_	1,000,000,000	0.0085	6,493,527	
X\$6271188285	6045514	97816 ZCB		7,000,000	0.8083	0,643,750	2
XS0270820177	6045509	97816 Floating	_	105,795,833	0.0095	1,004,375	207
XS0268364766	6045507	97816 Floating		200,000,000	56000	1,898,704	
X\$0268364253	6045508	97816 Floating	_	100,000,000	0.0000	200,444	Š
XS0266241683	6045508	97816 Floating		101,408,333	0.0099	777.700	ri .
XS026551299	8045505	97816 Floating		965,680,06	0.0093	090 120 1	8
XS0264130389	6045496	87816 ZCB		DOU'CON'S	29097	000 000 00	
XS0203871874	6049031	97816 ZCB		16,500,000	1.4164	000,500,500	
X\$D282585374	6045500	97818 ZCB		000 000 3	20000	027,150,4	
XS0281613474	6045501	97818 ZCB	_	000,000,0	20000	040,150,4	
XSU250439210	6045502	9781B irioating	3,000,000 AUC	000 000 01	1 0000	000 000 01	
XS0258128247	8045504	Supplied House	780 000,000,01	000 000 000 1	90000	P.493.521	
XS0257593037	8045498	DENTI- DENTE		000 000 01	1.0000	10,000,000	
X8029/3Z838Z	2040500	China Carlo		10.000.000	1.0000	10,000,000	
X50256/36/5/	18070100 e	Binaci Diata		3,000,000	1.0000	3.000,000	
A50253717800	90747305	93646 708		000'005'6	1.4184	13,474,800	
Value Separation of the separa	6045490	97816 Fixed		553,433	1.0000	553,433	Yas
X30240B3B0B	8045491	97816 Floating	100,000,000	101,041,687	0.0095	959,241	Yes
XS0224346592	8045492	97818 ZCB	_	3,200,000	1,4184	4,538,880	
XS0207897199	8045493	97818 Flead		1,048,500	1.0000	1,046,500	
XS0186852728	5045488	97815 Fixed	_	8,400,000	1.0000	8,400,000	
XS0176999537	8048030	97818 ZCB		4,260,000	1.4184	6,042,384	
XS0109171586	6045498	97816 Fibating		500,000,000	0.0095	4,746,780	
X\$0107875642	5045487.	97816 ZCB	500.000,000 JPY	500,000,000	0.0085	4.745.760	

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